



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: TRAFFIC SIGNAL LOOP INSTALLATION

CONTRACT #: 0517-14

CONTRACT DATES: 06/13/14 – 06/30/16

BUYER: SHARON A. BERNDT
PHONE: 585/753-1110
FAX: 585/753-1104

VENDOR(S): M. L. CACCAMISE ELECTRIC CORP.
721 PORTLAND AVENUE
ROCHESTER, NY 14621

PHONE: (585) 266-0330
FAX: (585) 266-0392

TERMS AND CONDITIONS

BID ITEM: TRAFFIC SIGNAL LOOP INSTALLATION

FOR: Department of Transportation

PURCHASING CONTACT: The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Sharon Berndt
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614
Email: sberndt@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than noon (Eastern Standard Time) on **Friday, May 23, 2014.**

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Thursday, May 29, 2014.**

DUPLICATE COPIES: **PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**

BID INFORMATION: At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation** and **disability benefits** coverage or proof that they are exempt if awarded the contract.

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

NYS WAGE RATES:

Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and related Subcontractors) will be obligated to pay all workers in the covered classes only the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established or may hereafter be established or increased, by the New York State Department of Labor during the contract term. **Refer to NYS Wage Schedule PRC# 2014004078 developed for this project.**

QUANTITIES:

The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

BRAND REFERENCE:

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

**METHOD OF
AWARD:**

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL**. **Bidder must bid on all items in order to be considered.** **The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **June 30, 2015**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

CERTIFIED PAYROLL RECORDS:

Contractors are required to deliver subscribed and sworn payroll transcripts to the County of Monroe within one (1) week after issuance of the first payroll and every one (1) week thereafter. The transcript shall be accompanied by a statement under penalty of perjury signed by the Contractor indicating that the payrolls are accurate and complete, that the wage rates contained therein are not less than those determined by the New York State Department of Labor, and that the classifications set forth for each job classification, including apprentices and trainees, conform with the work performed. In federally aided projects the higher of the federal or New York State Wage Rates shall apply.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within **two (2) weeks** after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

PURCHASE ORDER ISSUANCE:

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

BILLING PROCEDURE:

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

WARRANTY/ GUARANTEE:

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor may, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

ITEM C686.7201**INDUCTANCE LOOP WIRE****DESCRIPTION**

The provisions of NYSDOT Standard Specifications, Item 680.72 Inductance Loop Wire, latest revision, shall apply with the following modification:

MATERIALS

1 Conductor, PVC/Nylon 14 AWG or,
1 Conductor, PVC/Nylon with tube jacket 14 AWG

METHOD OF MEASUREMENT

The inductance loop wire measured for payment shall be the actual number of linear feet of wire used and left in place.

BASIS OF PAYMENT

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
C686.7201	Inductance loop Wire Encased	LF
C686.7201	Inductance Loop Wire	LF

ITEM C686.72**INDUCTANCE LOOP INSTALLATION AND SEALING****DESCRIPTION**

Under this item the CONTRACTOR shall install inductance loops at the locations indicated on the plans and in accordance with the requirements of these specifications for saw cutting, sealing, lead-in conduit and conduit excavation.

MATERIALS

Loop embedding: Sealer shall be tar sealer. Tar sealer shall meet the requirements of NYSDOT Standard Specifications, Section 702-05 asphalt filler for joints and cracks, latest revision, and Applicable Addendums. Conduit and hold-down materials shall be as shown in Monroe County DOT Standard details or as shown on the plans.

CONSTRUCTION DETAILS

Inductance loops shall be installed in accordance with the Monroe County DOT Standard details or as shown on the plans.

GENERAL

This paragraph describes the work required for satisfactory completion of individual street loop detector installations. Upon completion of the work, each loop shall have been embedded in the roadway and each loop lead-in shall have been routed to the intersection cabinet location, connected to the appropriate terminal strip at the controller, and in all aspects be completely ready for connection to and operation with a detector amplifier unit. Detector installation tests shall be conducted with the detector terminated in the actual controller cabinet; however, temporary protective enclosures shall be acceptable with the approval of the ENGINEER in the case of cabinet delivery delays.

The component elements to be completed as part of each detector installation are described below.

INSTALLATION REQUIREMENTS

The CONTRACTOR shall, with the approval of the ENGINEER, locate each loop and all conduit and pull boxes in accordance with the plans and carry out all excavation, saw cutting, drilling, laying of wire, entry into existing conduits and new conduit placement as required for each detector installation.

The loop wire shall be laid in the sawed slots and run through a conduit stub to the curbside pullbox. The loop wire shall be applied to the shielded lead-in cable in the pullbox and the shielded lead-in cable pulled through conduit as shown on the plans and terminated at the intersection cabinet location. The sawed slots shall be sealed as specified with an approved material as stated above.

The detector installation must satisfy the requirements of the approved acceptance test described below, and the requirements of the special notes.

ITEM C686.72**INDUCTANCE LOOP INSTALLATION AND SEALING****TEST REQUIREMENTS**

The CONTRACTOR shall prepare vehicle detector acceptance test procedures and data forms for approval by the ENGINEER.

The CONTRACTOR shall conduct the approved vehicle detector acceptance test at each detector installation prior to acceptance of each installation by the COUNTY. The acceptance test shall, as a minimum, include meager checks to ground, and inductance measurement and a demonstration of proper detection of vehicle presence using a representative detector amplifier. All rate measurements shall be made at the termination point at the intersection cabinet location. Data forms approved by the ENGINEER shall be completed and turned over to the ENGINEER as the basis of acceptance.

At least one day's notice shall be given prior to all tests to permit the ENGINEER or his representative to observe each test.

METHOD OF MEASUREMENT

Inductance Loop Installation will be measured for payment as the number of linear feet actually installed in accordance with the Contract Documents or as directed by the ENGINEER. Measurement will be made beginning at the inside wall of the pullbox. In the case of multiple loops at a single location, each loop will be measured separately along its respective full-depth saw cut beginning at the pavement cut-out, and the conduit between the pullbox and the cut-out will be measured once along the center of the conduit. The 1" conduit which runs from the curb to the pull box is included in this item, unless the distance is greater than ten (10) feet, when the conduit will be bid as a separate item.

BASIS OF PAYMENT

The unit price bid per linear feet shall include the cost of pavement sawing, hold-down material, tar sealer, pavement cut-outs, conduit from pavement edge to pullbox, conduit excavation, and the furnishing of all labor, materials, tools, equipment, safety requirements and incidentals as necessary to complete the work. Inductance loop wire, pullboxes, shielded lead-in cable and loop detector modules will be paid for under their respective items.

WARRANTY

The CONTRACTOR shall be responsible for any loop failures for a period of three years from the date of installation.

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
C686.72	Inductance Loop Installation And Sealing	L.F.
C686-72 Inductance Loop Installation and Sealing .doc		Last Revised 1-05

**BP #0517-14
TRAFFIC SIGNAL LOOP INSTALLATION**

Unit Price Sheet

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>
686-7201	INDUCTANCE LOOP WIRE ENCASED	\$.40 / LF
686-7201	INDUCTANCE LOOP WIRE	\$.10 / LF
686.72	LOOP INSTALLATION AND SEALING	\$5.60 / LF

MONROE COUNTY PURCHASING

Vendor Performance Survey

Contract Title: _____

Contract Number: _____

Vendor: _____

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1" being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name: _____

Title: _____

Agency: _____

Telephone: _____ **Fax:** _____

E-mail: _____

Please submit this survey to Monroe County Purchasing.